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**State:** District of Columbia **Filing Company:** ACE American Insurance Company  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess  
**Product Name:** 16-XS-2013729  
**Project Name/Number:** 2012 Excess Liability Insurance Policy/16-XS-2013729

## Filing at a Glance

Company: ACE American Insurance Company  
Product Name: 16-XS-2013729  
State: District of Columbia  
TOI: 17.0 Other Liability-Occ/Claims Made  
Sub-TOI: 17.0020 Commercial Umbrella and Excess  
Filing Type: Form  
Date Submitted: 11/18/2016  
SERFF Tr Num: ACEH-130812380  
SERFF Status: Submitted to State  
State Tr Num:  
State Status:  
Co Tr Num: 16-XS-2013729  
  
Effective Date: On Approval  
Requested (New):  
Effective Date: On Approval  
Requested (Renewal):  
Author(s): Christina Cresenzi, Janel Henry, Christopher Alibrio  
Reviewer(s):  
Disposition Date:  
Disposition Status:  
Effective Date (New):  
Effective Date (Renewal):

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## General Information

Project Name: 2012 Excess Liability Insurance Policy

Project Number: 16-XS-2013729

Reference Organization:

Reference Title:

Filing Status Changed: 11/18/2016

State Status Changed:

Created By: Janel Henry

Corresponding Filing Tracking Number:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Janel Henry

Filing Description:

ACE American Insurance Company proposes to file 15 endorsements for your approval or acknowledgement, to be used with 2012 Excess Liability Policy PF-35101 (03/12). These endorsements are optional and have no rate impact.

## Company and Contact

### Filing Contact Information

Janel Henry, State Filing Analyst

82 Hopmeadow Sreet

Simsbury, CT 06070

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860-408-2628 [Phone]

860-408-2139 [FAX]

### Filing Company Information

ACE American Insurance

Company

PO Box 1000

436 Walnut Street

Philadelphia, PA 19106

(215) 640-1811 ext. [Phone]

CoCode: 22667

Group Code: 626

Group Name: Chubb

FEIN Number: 95-2371728

State of Domicile:

Pennsylvania

Company Type: Stock

State ID Number:

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## Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: District of Columbia

Filing Company:

ACE American Insurance Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

Product Name: 16-XS-2013729

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## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		COMMISSIONS EXCLUSION	PF-16141	11/16	END	New			PF16141 Commissions Exclusion.pdf
2		DEMUTUALIZATION EXCLUSION	PF-16143	11/16	END	New			PF16143 Demutualization Exclusion.pdf
3		EXTENDED REPORTING PERIOD	PF-16728	11/16	END	New			PF16728 Extended Reporting Period.pdf
4		DECLARATIONS-INSURED COMPANY AND PRINCIPAL ADDRESS	PF-17232	11/16	END	New			PF17232 Declarations _ Insured Company and Principal Address.pdf
5		DROP DOWN - FINANCIAL INSOLVENCY	PF-26722A	11/16	END	New			PF26722A Drop Down _ Financial Insolvency.pdf
6		EXTENDED REPORTING PERIOD	PF-27864A	11/16	END	New			PF27864a Extended Reporting Period.pdf
7		LIMIT OF LIABILITY MULTIPLE COVERAGE SECTIONS	PF-41166A	11/16	END	New			PF41166a Limit of Liability_ Multiple Coverage Sections.pdf
8		LIMIT OF LIABILITY REMOVE COVERED	PF-41743A	11/16	END	New			PF41743a Limit Of Liability_ Remove Covered.pdf
9		RECOGNIZE VARIOUS SUB LIMITS ENDORSEMENT	PF-45808	11/16	END	New			PF45808 Recognize Various Sub_Limits Endorsement.pdf

SERFF Tracking #:

ACEH-130812380

State Tracking #:

Company Tracking #:

16-XS-2013729

State: District of Columbia

Filing Company:

ACE American Insurance Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

Product Name: 16-XS-2013729

Project Name/Number: 2012 Excess Liability Insurance Policy/16-XS-2013729

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
10		FOLLOW FORM OF SPECIFIED TERMS OF PRIMARY POLICY (WITH REINSTATEMENT FEATURES)	PF-45814	11/16	END	New			PF45814 FOLLOW FORM OF SPECIFIED TERMS OF PRIMARY POLICY.pdf
11		FOLLOW FORM OF SPECIFIED TERMS OF PRIMARY POLICY (WITHOUT REINSTATEMENT FEATURES)	PF-45815	11/16	END	New			PF45815 FOLLOW FORM OF SPECIFIED TERMS OF PRIMARY POLICY.pdf
12		NON-CONCURRENT EXCESS ENDORSEMENT NON RECOGNITION EROSION	PF-46544	11/16	END	New			PF46544 Non_Concurrent Excess Endorsement _Non_Recognition Erosion.pdf
13		DECLARATIONS AMENDED AGGREGATE LIMIT OF LIABILITY	PF-47036	11/16	END	New			PF47036 Declarations Amended Aggregate Limit of Liability.pdf
14		NON-CONCURRENT - ALL SUB-LIMITS WITH SPECIFIC EXCEPTION	PF-47067	11/16	END	New			PF47067 NON_CONCURRENT_ALL SUB-LIMITS.pdf
15		IDL ENDORSEMENT	PF-47076	11/16	END	New			PF47076 IDL ENDORSEMENT .pdf

## Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Commissions Exclusion**

It is agreed that the following new Section is added to the policy:

• **EXCLUSIONS**

The Insurer shall not be liable for Loss on account of any Claim which is based upon, arises out of, or is attributable to:

- i) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- ii) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time official, directors, agents, partners, representatives, principal shareholders, or owners or employees, or "affiliates" (as that term is defined in The Securities Exchange Act of 1934, including any officers, directors, agents, owners, partners, representatives, principal shareholders or employees of such affiliates) or any customers of the Company or any members of their family or any entity with which they are affiliated; or
- iii) Political contributions, whether domestic or foreign.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Demutualization Exclusion**

It is agreed that the following new Section is added to the policy:

- **EXCLUSIONS**

The Insurer shall not be liable for Loss on account of any Claim alleging, based upon, arising out of, or attributable to the conversion of any mutual insurance company to a stock insurance company.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Extended Reporting Period**

It is agreed that Item 6 of the **Declarations** is amended by deleting the **Discovery Period Premium** and inserting the following:

Discovery Period Premium:

The premium due for a one and/or multi-year Discovery Period shall be (check those which apply):

Period:	Premium	
<input type="checkbox"/> <b>One Year</b>	<input type="checkbox"/> ____% of the Policy Period Premium	
<input type="checkbox"/> <b>Two Years</b>	<input type="checkbox"/> ____% of the Policy Period Premium; or	<input type="checkbox"/> Amount to be determined pursuant to the terms of the Followed Policy
<input type="checkbox"/> <b>Three Years</b>	<input type="checkbox"/> ____% of the Policy Period Premium; or	<input type="checkbox"/> Amount to be determined pursuant to the terms of the Followed Policy
<input type="checkbox"/> ____ <b>Years</b>	<input type="checkbox"/> ____% of the Policy Period Premium; or	<input type="checkbox"/> Amount to be determined pursuant to the terms of the Followed Policy

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Declarations – Insured Company and Principal Address**

It is agreed that Item 1 of the **Declarations** is amended by deleting the Insured Company and Principal Address and inserting the following:

Item 1. Insured Company

Principal Address:

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			<b>to</b>
Issued By (Name of Insurance Company)			

**Drop Down – Financial Insolvency**

It is agreed that the policy is amended as follows:

1. Section II, **LIMIT OF LIABILITY**, subsections A and B, are amended to add the following:

Provided, however, solely with respect to Non-Indemnifiable Loss, this policy shall drop down to provide payment for covered Loss, if an insurer of an Underlying Policy is unable to pay because of the Financial Insolvency of such insurer. Such payment shall be excess of any applicable insurance available under the Followed Policy or any Underlying Policy (other than the Underlying Policy issued by the Financially Insolvent insurer).

2. Section II, **LIMIT OF LIABILITY**, is amended to add the following:

- C. Notwithstanding any of the terms of this policy which might be construed otherwise, this Policy shall drop down only in the event of reduction or exhaustion of the Underlying Limit and shall not drop down for any other reason including but not limited to, uncollectibility (in whole or in part) of any Underlying Limits. The risk of uncollectibility of such Underlying Limits (in whole or in part) is expressly retained by the Insureds and is not in any way or under any circumstances insured or assumed by the Insurer.

Provided, however, solely with respect to Non-Indemnifiable Loss, this policy shall drop down to provide payment for covered Loss, if an insurer of an Underlying Policy is unable to pay because of the Financial Insolvency of such insurer. Such payment shall be excess of any applicable insurance available under the Followed Policy or any Underlying Policy (other than the Underlying Policy issued by the Financially Insolvent insurer).

3. Section III, **DEFINITIONS**, is amended to add the following:

- “Financially Insolvent” means the status of an insurer resulting from (1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the insurer, or (2) the insurer becoming a debtor-in-possession.
- “Non-Indemnifiable Loss” means Loss for which the Company, Organization or other entity does not indemnify, either because it is not permitted or required to grant such indemnification: (i) by law, (ii) because of the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the Company, Organization or other entity, or, (iii) because of the Company, Organization or other entity becoming a debtor-in-possession.

4. Section IV, **UNDERLYING INSURANCE**, subsection B, is deleted in its entirety, and the following is inserted:

It is a condition of this policy that the Underlying Policies shall be maintained in full effect during the Policy Period except for any reduction or exhaustion of the aggregate limits contained therein by reason of Loss paid thereunder (as provided for in Section II(B) above). If the Underlying Policies are not maintained in full effect during the Policy Period, the Insurer shall not be liable under this policy to a greater extent than it would have been had such Underlying Policies been so maintained.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Extended Reporting Period**

It is agreed that Item 6 of the **Declarations** is amended by deleting the **Discovery Period Premium** and inserting the following:

Discovery Period Premium:

The premium due for a one and/or multi-year Discovery Period shall be (check those which apply):

Period:	Premium	
<input type="checkbox"/> <b>One Year</b>	<input type="checkbox"/> ____% of the Policy Period Premium	
<input type="checkbox"/> <b>Two Years</b>	<input type="checkbox"/> ____% of the Policy Period Premium; or	<input type="checkbox"/> Amount to be determined pursuant to the terms of the Followed Policy
<input type="checkbox"/> <b>Three Years</b>	<input type="checkbox"/> ____% of the Policy Period Premium; or	<input type="checkbox"/> Amount to be determined pursuant to the terms of the Followed Policy
<input type="checkbox"/> ____ <b>Years</b>	<input type="checkbox"/> ____% of the Policy Period Premium; or	<input type="checkbox"/> Amount to be determined pursuant to the terms of the Followed Policy

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Limit of Liability – Multiple Coverage Sections**

It is agreed that the policy is amended as follows:

1. Item 5 of the Declarations is deleted in its entirety and the following is inserted:

Item 5A. Aggregate Limit of Liability:

\$ for all Loss under all coverages combined.

Item 5B. Separate Limit of Liability:

1. Separate Limit of Liability      2. For all Loss provided under this Policy as set forth in the following sections of the Followed Policy, if purchased:      3. Shared Limits

N/A	a) \$	a) Directors and Officers Liability (D&O)	a) <input type="checkbox"/> EPL <input type="checkbox"/> Fiduciary <input type="checkbox"/>
N/A	b) \$	b) Employment Practices Liability (EPL)	b) <input type="checkbox"/> D&O <input type="checkbox"/> Fiduciary <input type="checkbox"/>
N/A	c) \$	c) Fiduciary Liability (Fiduciary)	c) <input type="checkbox"/> D&O <input type="checkbox"/> EPL <input type="checkbox"/>

The Limit of Liability set forth in 5B.1 a, b, or c, for the respective coverage Section shown in 5B. 2 a, b, or c, shall be shared with the Limits of Liability of the coverages shared shown in 5B, 3 a, b, or c, if selected.

2. Section II, Limit of Liability, subsection A and B, are deleted in their entirety and the following is inserted:

A. It is expressly agreed that liability for any covered Loss shall attach to the Insurer only after:

1. the insurer(s) of the Underlying Policies;
2. another insurer;
3. the Insureds; or
4. any other person or entity,

shall have paid the full amount of the applicable Underlying Limit and the full amount of the retention, if any, applicable to the primary Underlying Policy has been paid. Nothing in this subsection shall preclude the Insurer of this Policy from considering any of the other terms, conditions, limitations and exclusions of this Policy or the Followed Policy, in determining whether any Loss is covered under this Policy.

The Insurer shall then be liable to pay only covered Loss in excess of such applicable Underlying Limit up to the applicable Separate Limit of Liability as set forth in Item 5.B.1 of the Declarations, which shall be the maximum aggregate liability of the Insurer under this Policy with respect to all Loss for each of the coverages purchased as set forth in Item 5.B.2, of the Declarations, as applicable, on account of all Claims in the Policy Period, regardless of the number of Claims or Losses or the time of payment by the Insurer.

However, if the Limit of Liability of any coverage section is designated as shared under Item 5.B. 3, of the Declarations, any Loss paid under one shared coverage section shall reduce the Limit of Liability for all other shared coverage section(s). Subject to the Limits of Liability of each such shared coverage section(s), the maximum aggregate liability of the Insurer for all Loss under all such shared coverage section(s) shall be the single largest Limit of Liability of the shared coverage section(s).

In no event shall the Insurer be liable to pay Loss in excess of the Aggregate Limit of Liability as set forth in Item 5A of the Declarations.

- B. In the event and only in the event of the reduction or exhaustion of the Underlying Limit by reason of the payment of Loss otherwise covered hereunder, then this policy shall, subject to the Separate and Aggregate Limit of Liability set forth in Item 5A and 5B, respectively, of the Declarations: (i) in the event of reduction, pay excess of the reduced Underlying Limit, and (ii) in the event of exhaustion, continue in force as primary insurance; provided always that in the latter event this policy shall only pay excess of the retention applicable to the exhausted primary Underlying Policy, which retention shall be applied to any subsequent Loss in the same manner as specified in such primary Underlying Policy.

3. Section II, Limit of Liability, is amended to add the following:

Notwithstanding anything in this policy to the contrary, the maximum aggregate liability of the Insurer for all Loss under each of the coverages purchased, as applicable, resulting from all Claims first made during the Policy Period and, if elected, the Discovery Period, shall be the aggregate limit of liability for all Loss under each of the coverages purchased, as set forth in Item 5.B.1 of the Declarations, subject to any applicable shared limits shown in Item 5.B.3, regardless of the number of Claims or Losses or the time of payment by the Insurer. The Separate Limits of Liability for each coverage section set forth in Item 5.B.1 are separate limits applicable only to each respective coverage section, subject to any applicable coverage section designated as shared under Item 5.B.3, and cannot be applied to and do not increase the Insurer's maximum liability under any other coverage section, and cannot be applied to and do not increase the Insurer's maximum aggregate liability as set forth in Item 5A of the Declarations.

4. Section III, Definitions, subsection B, is deleted in its entirety and the following is inserted:

B. The term "Underlying Limit" means for each of the coverages provided under this Policy pursuant to the terms and conditions of the Followed Policy:

1. Aggregate Underlying Limit of Liability:

\$ for all loss under the coverage purchased, directly below, combined.

2. Underlying Separate Limit(s) of Liability and Retention(s):

<u>Coverages Purchased:</u>	<u>Limit(s) of Liability</u>	<u>Retention(s)</u>	<u>Shared Limit(s)</u>
<input type="checkbox"/> Directors and Officers Liability (D&O)	\$	\$	<input type="checkbox"/> EPL <input type="checkbox"/> Fiduciary <input type="checkbox"/> N/A
<input type="checkbox"/> Employment Practices Liability (EPL)	\$	\$	<input type="checkbox"/> D&O <input type="checkbox"/> Fiduciary <input type="checkbox"/> N/A
<input type="checkbox"/> Fiduciary Liability (Fiduciary)	\$	\$	<input type="checkbox"/> D&O <input type="checkbox"/> EPL <input type="checkbox"/> N/A

plus the uninsured retention, if any, required pursuant to the Followed Policy. No Loss for any of the coverages in item (1), or (2) above shall be paid under this Policy until the full Underlying Limit plus the uninsured retention, applicable to such coverage, has been paid, according to the terms and conditions of this Policy.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Limit Of Liability – Remove “Covered”**

It is agreed that Section II, Limit of Liability, is deleted in its entirety and the following is inserted:

A. It is expressly agreed that liability for any Loss shall attach to the Insurer only after:

1. the insurer(s) of the Underlying Policies;
2. another insurer;
3. the Insureds; and/or,
4. any other person or entity,

shall have paid the full amount of the Underlying Limit and the full amount of the retention, if any, applicable to the primary Underlying Policy has been paid. Nothing in this subsection shall preclude the Insurer of this Policy from considering any of the other terms, conditions, limitations and exclusions of this Policy or the Followed Policy, in determining whether any Loss is covered under this Policy. The Insurer shall then be liable to pay only Loss in excess of such Underlying Limit up to its Aggregate Limit of Liability as set forth in Item 5 of the Declarations.

B. In the event and only in the event of the reduction or exhaustion of the Underlying Limit by reason of the payment of Loss, then this policy shall, subject to the Aggregate Limit of Liability set forth in Item 5 of the Declarations: (i) in the event of reduction, pay excess of the reduced Underlying Limit, and (ii) in the event of exhaustion, continue in force as primary insurance; provided always that in the latter event this policy shall only pay excess of the retention applicable to the exhausted primary Underlying Policy, which retention shall be applied to any subsequent Loss in the same manner as specified in such primary Underlying Policy.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Recognize Various Sub-Limits Endorsement**

It is agreed that Section II, Limit of Liability, is amended to add the following:

In the event of exhaustion of any Sub-limit of Liability of the Followed Policy listed directly below, and solely with respect to such Sub-limit of Liability, this policy shall provide coverage for each such Sub-Limit, respectively, pursuant to the terms and conditions of the Followed Policy, as amended by the terms and conditions of this policy, up to the corresponding Limit of Liability per occurrence (listed directly below in this endorsement). Except for the sub-limited coverages specifically referenced directly below in this endorsement, nothing herein shall be construed as relieving the exhaustion requirements or accelerating the Insurer's payment obligations with respect to any other coverage offered under the Followed Policy. In no event shall the Sub-Limits of Liability stated in this endorsement be stacked or added together.

<u>Coverage subject to Sub-Limit of Liability</u>	<u>Sub-Limit of Liability</u>
1.	\$
2.	\$
3.	\$

All other terms and conditions of this policy remain unchanged.

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Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**FOLLOW FORM OF SPECIFIED TERMS OF PRIMARY POLICY  
(WITH REINSTATEMENT FEATURES)**

It is agreed that Section I, Insuring Clause, is amended to add the following:

Notwithstanding anything in this policy to the contrary, this policy shall follow form of Endorsement No: \_\_\_\_\_, entitled Side-A Match Edge ("SAME"), of the Followed Policy. Coverage provided pursuant to this paragraph:

1. shall apply to any reinstatements provided pursuant to SAME, and,
2. shall only apply to the Side-A Coverage (as defined in the Followed Policy) and shall not apply to any other type of coverage under this policy.

Nothing in this paragraph shall affect the premium, limits of liability, and policy period of this policy. Any applicable reinstatement shall be limited to the Limit of Liability set forth in Item 5 of the Declarations.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**FOLLOW FORM OF SPECIFIED TERMS OF PRIMARY POLICY  
(WITHOUT REINSTATEMENT FEATURES)**

It is agreed that Section I, Insuring Clause, is amended to add the following:

Notwithstanding anything in this policy to the contrary, this policy shall follow form of Endorsement No: \_\_\_\_\_, entitled Side-A Match Edge ("SAME"), of the Followed Policy. Coverage provided pursuant to this paragraph:

1. shall not apply to any reinstatements provided pursuant to SAME, and,
2. shall only apply to the Side-A Coverage (as defined in the Followed Policy) and shall not apply to any other type of coverage under this policy.

Nothing in this paragraph shall affect the premium, limits of liability, and policy period of this policy.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Non-Concurrent Excess Endorsement – Non-Recognition Erosion**

It is agreed that:

1. Section I, **INSURING CLAUSE**, is amended by adding the following:

However, the Insurer shall not provide insurance coverage to the Insureds in accordance with the following terms and conditions as set forth in the Followed Policy listed in Item 3 of the Declarations:

{Either: (i) *insert Policy Section number and insuring clause, or endorsement title and number involved; or (ii) a detailed, accurate description of the coverage*}

- a.
- b.
- c.

2. Section II, **LIMIT OF LIABILITY**, is amended by adding the following:

Notwithstanding any provision to the contrary in subsections A or B of this Section, this policy shall not recognize reduction or exhaustion of the Underlying Limit by reason of the insurer of the Followed Policy providing insurance coverage in accordance with the following terms and conditions as set forth in the Followed Policy listed in Item 3 of the Declarations.

{Either: (i) *insert Policy Section number and insuring clause, or endorsement title and number involved; or (ii) a detailed, accurate description of the coverage*}

- a.
- b.
- c.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Declarations Amended – Aggregate Limit of Liability**

In consideration of the additional premium of \$\_\_\_\_, it is agreed that Item 5 of the **Declarations** is deleted in its entirety and the following is inserted:

**Item 5.** Aggregate Limit of Liability:

\$\_\_\_\_\_ for all Loss under all Coverages combined.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**NON-CONCURRENT – ALL SUB-LIMITS  
WITH SPECIFIC EXCEPTION**

It is agreed that the policy is amended as follows:

1. Section I, **INSURING CLAUSE**, is amended to add the following:

However, the Insurer shall not provide coverage to the Insureds in accordance with any of the terms or conditions of any Underlying Policy that affords any coverage which the Underlying Policy sub-limits, except for \_\_\_\_\_ as provided in the Followed Policy.

2. Section II, **LIMIT OF LIABILITY**, is amended to add the following:

Notwithstanding any provision to the contrary, this policy shall recognize reduction or exhaustion of the limit of liability of any Underlying Policy that affords any coverage which the Underlying Policy sub-limits.

In the event of exhaustion of the (insert name of sublimit) Sub-limit of Liability of the Followed Policy, and all sub-limits of all Underlying Policies (if applicable) providing such coverage pursuant to the terms and conditions of the Followed Policy and solely with respect to the (insert name of sublimit) Sub-limit of Liability, this policy shall provide (insert name of sublimit) coverage pursuant to the terms and conditions of the Followed Policy, as amended by the terms and conditions of this policy, up to a maximum aggregate Limit of Liability under this policy of \$\_\_\_\_\_. Any coverage provided by this paragraph shall be part of, and not in addition to, the policy's aggregate Limit of Liability, as set forth in Item 5 of the Declarations. Except for the sub-limited coverage specifically referenced in this paragraph, nothing herein shall be construed as relieving the exhaustion requirements or accelerating the Insurer's payment obligations with respect to any other coverage offered under the Followed Policy.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**IDL ENDORSEMENT**

It is agreed that the policy is amended as follows:

1. Section I, Insuring Clause, is amended to add the following:

However, the Insurer shall not provide coverage to the Insureds in accordance with any term, condition, or endorsement of the Followed Policy or any Underlying Policy that provides coverage for any person other than an Independent Director.

2. Section II, Limit of Liability, is amended to add the following:

Notwithstanding any provision to the contrary in subsections A or B of this Section, this policy shall recognize reduction or exhaustion of the Followed Policy or Underlying Policies for Loss paid pursuant to any term, condition, or endorsement providing coverage to an Insured other than an Independent Director.

3. Section III, Definitions, is amended to add the following:

- The term “Insureds” means only an Independent Director. The term “Independent Director” means any natural person member of the board of directors who:
  - (a) is not, and was not at any time within 6 years prior to the end of the Policy Period, an officer (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended) of the Company or Organization or a subsidiary of the Company or Organization, or otherwise employed by the Company or Organization or subsidiary of the Company or Organization; and
  - (b) does not, and did not at any time within 6 years prior to the end of the Policy Period, receive compensation, either directly or indirectly, from the Company or Organization or subsidiary of the Company or Organization, for services rendered in any capacity other than as a director of such entity.

In no event shall this policy provide coverage for any person or entity other than an Independent Director.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	ACE American Insurance Company
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
<b>Product Name:</b>	16-XS-2013729		
<b>Project Name/Number:</b>	2012 Excess Liability Insurance Policy/16-XS-2013729		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	